

**R.D. # 0005-99  
Flanders, NJ**

**UNITED STATES OF AMERICA  
BEFORE THE NATIONAL LABOR RELATIONS BOARD  
REGION 22**

**AIR CONTACT TRANSPORT INC.,<sup>1</sup>**

Employer

and

CASE 22-RC-11707

**LOCAL 478, INTERNATIONAL BROTHERHOOD OF  
TEAMSTERS, AFL-CIO,<sup>2</sup>**

Petitioner

**DECISION AND DIRECTION OF ELECTION**

Upon a petition duly filed under Section 9(c) of the National Labor Relations Act, as amended, herein referred to as the Act, a hearing was held before a hearing officer of the National Labor Relations Board, herein referred to as the Board.

Pursuant to the provisions of Section 3(b) of the Act, the Board has delegated its authority in this proceeding to the undersigned.

Upon the entire record in this proceeding,<sup>3</sup> the undersigned finds:

1. The hearing officer's rulings made at the hearing are free from prejudicial error and are hereby affirmed.

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<sup>1</sup> The name of the Employer appears as amended at the hearing.

<sup>2</sup> The name of the Petitioner appears as amended at the hearing.

<sup>3</sup> Briefs filed by the parties have been fully considered.

2. The Employer is engaged in commerce within the meaning of the Act and will effectuate the purposes of the Act to assert jurisdiction herein.<sup>4</sup>
3. The labor organization involved claims to represent certain employees of the Employer.<sup>5</sup>
4. A question affecting commerce exists concerning the representation of certain employees of the Employer within the meaning of Section 9(c)(1) and Section 2(6) and (7) of the Act.
5. The following employees of the Employer constitute a unit appropriate for the purpose of collective bargaining within the meaning of Section 9(b) of the Act for the reasons described *infra*:

All full-time and regular part-time drivers, helpers, warehousemen and mechanics employed by the Employer at its Flanders and Tinton Falls, New Jersey facilities, excluding all office clerical employees, professional employees, sales employees, guards and supervisors as defined by the Act.

The record reveals that the Employer is engaged in transporting freight, primarily automobile parts, in the eastern United States. The Employer services an area bounded by Maine in the north, Virginia in the south and Ohio in the west. The majority of the company's customers are automobile dealerships.

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<sup>4</sup> The parties stipulated that the Employer has derived, during the preceding twelve-month period, gross revenues in excess of \$50,000 from services provided directly to customers located outside of the State of New Jersey. Accordingly, I find that the Employer is engaged in commerce within the meaning of the Act. *Carolina Supplies & Cement Co.*, 122 NLRB 88 (1959).

<sup>5</sup> The parties stipulated and, I find, that the Petitioner is a labor organization within the meaning of Section 2(5) of the Act.

The Employer has a central terminal in Flanders, New Jersey and five local terminals located in Tinton Falls, New Jersey, Windsor, Connecticut, Horseheads, New York, Lorton, Virginia, and Shippinville, Pennsylvania.

The parties agree as to the classifications to be included in an appropriate unit, all full-time and regular part-time drivers, helpers, warehousemen and mechanics. The Petitioner seeks to represent the above-listed job classifications at the Employer's two New Jersey facilities, located in Flanders and Tinton Falls, New Jersey. The Employer asserts that the only appropriate unit is one encompassing the employees at all six of its facilities. Thus, the issue in this case is whether a unit consisting of the two New Jersey facilities is appropriate for collective bargaining or whether only the multi-facility unit asserted by the Employer is appropriate.

The central terminal in Flanders is located about seventy miles north of the facility in Tinton Falls. The Windsor, Connecticut and Horseheads, New York facilities are each about 200 miles from the Flanders facility. The Shippinville, Pennsylvania facility is about 300 miles from the Flanders facility. The Lorton, Virginia facility is about 275 miles from the Flanders facility.

The Employer began with facilities in New Jersey in the 1980's. In 1991, it opened the Connecticut facility. In 1993, it opened the facility in Virginia. In 1997, it opened the facilities in New York and Pennsylvania.

The Employer's main terminal, where the majority of the freight arrives, is located in Flanders, New Jersey. The freight is unloaded, sorted, and reloaded there. The freight is distributed from the central terminal to the local terminals. In addition, the

Flanders facility operates as a local terminal from which freight is delivered to customers. The freight arrives at the local terminals marked by route.

The Employer employs route drivers who report to their local facility to load their trucks and then, deliver freight in an area surrounding the local terminal. In addition to delivering freight, route drivers also pick up freight from customer locations in the surrounding area. The route drivers return to their terminal of origin each day.

There are approximately two night trailer drivers assigned to each local facility. The night trailer driver transports to the Flanders facility, for distribution and delivery, freight picked up by the drivers during the day. The night drivers pick up a trailer loaded with freight at Flanders for their terminal and return with this freight to the local facility. If the freight to be taken to the local terminals exceeds the capacity of the night drivers, then a Flanders driver will take this excess freight to the local facility.

The Tinton Falls, Virginia, Pennsylvania, and New York night-trailer drivers arrive at Flanders at approximately 10:15 p.m. The Connecticut night driver arrives earlier, at about 9 p.m. These drivers stay at the Flanders facility for about 30-45 minutes, about an hour in the case of the Connecticut driver. A driver testified at the hearing who drove a box truck from Flanders to Tinton Falls, Connecticut or Virginia, stating that he spent about an hour at a local facility on each trip, staying long enough to unload his truck. He testified that while he usually unloaded his truck by himself, he had received help from a warehouse person if there was one at the facility.

Either the general manager in Flanders, working with the customer service department there, or the terminal manager at each location directs the delivery of mis-routed freight. The Employer assigns a driver at each local terminal to "mis-route"

delivery. The mis-route driver redelivers freight that has been mis-delivered to their terminal. In about 15% of the mis-route deliveries, the mis-route driver delivers such freight directly to the customer, if the delivery does not cause his route to exceed limits imposed by the federal Department of Transportation. Two mis-route drivers from different terminals may travel to a point mid-way between the terminals to exchange mis-routed freight. Mis-route drivers may travel to another terminal to deliver mis-routed freight. Occasionally, route drivers handle mis-route deliveries, if the additional delivery does not significantly change their route.

At the Flanders terminal and certain local terminals, the Employer employs, in addition to drivers, warehouse employees. At certain local terminals, the Employer also employs part-time mechanics. The part-time mechanic is responsible for preventive maintenance and minor repairs on vehicles used in his terminal. Repairs not handled at the local facility are done outside of the facility under contract.

There are approximately 44 employees in the petitioned-for classifications at the Flanders terminal, 22 in Tinton Falls, 10 in New York, 30 in Connecticut, 10 in Pennsylvania, and 24 in Virginia.

At each local facility, a terminal manager, assisted by an assistant terminal manager, supervises employees. Terminal managers and assistant terminal managers also drive routes, similar to those driven by drivers at their terminal. Because the terminal manager also drives a route, there is no one present at the local terminals during the day.

The Employer's headquarters is located at the facility in Flanders. The centralized functions occurring at the Flanders facility include the Employer's operations

management, human resources, customer service and accounting sections. The Employer's Chief Executive Officer (hereinafter "CEO"), the general manager, and the administrative manager, work in the Flanders facility.

The human resources department in Flanders prepares and distributes the employment application used to hire employees at the various facilities, and maintains a checklist of documents to be completed in connection with the hire of an employee. The Employer recruits applicants by placing newspaper ads in the area where the terminal is located. The advertisement includes a phone number for the local terminal, where a prerecorded message advises the times that someone will be available at the local terminal to receive an application.

The terminal manager usually interviews prospective employees, but cannot make a hiring decision himself. The terminal manager recommends his three choices for the job opening to the Company's CEO who consults with the terminal manager before the hiring decision is made. When more than one position needs to be filled, someone from Flanders comes to the local terminal to assist in the interview process.

There is a standard training program used by the terminal or assistant terminal manager to train employees. An employee handbook, prepared in Flanders, is applicable to the employees in all of the Company's facilities. State law, affects certain personnel policies, such as short-term disability leave, maternity leave, jury duty and family leave. These policies may therefore differ among terminals in different states.

Apart from policies affected by state law, the Employers' personnel policies are uniformly applicable to its employees. The Employer pays all of its employees on the same payday. All employees are entitled to the same holidays, same number of personal

days, and one mental health day. All employees have the same vacation entitlement. All of the employees are covered by the same bereavement policy. All employees may receive their wages by direct deposit to their bank.

Employees at all of the facilities are entitled to the same benefits including health insurance, dental and optical coverage, life insurance, long-term disability insurance benefits, flexible benefits and a 401(k) plan. Employees pay the same premium for their health insurance. The Flanders office administers the health insurance plan. The Employer has a reward program under which all employees with ten years of company service are entitled to receive a paid vacation. The Employer has a Magic Kingdom Club, which makes available, to all employees, discounts at Disney-owned facilities.

The Flanders office maintains personnel records, including attendance records. The terminal managers transmit weekly attendance reports to Flanders. Employees inform the terminal manager if they are going to be late or absent, are called for jury duty or need bereavement leave. Requests for a mental health day are presented to the Flanders' general manager. The terminal manager will arrange for another driver to cover the route of an absent employee.

The terminal manager decides requests by the route drivers for personal leave or vacation. A night trailer driver, however, must get approval from Flanders for a personal day or vacation. A terminal manager may grant an employee's request for time off before or after a holiday once he verifies with the Flanders office that the employee has time off available. The terminal manager schedules vacation for the employees in that terminal based on their seniority.

The Employer issues a performance evaluation to each employee after he completes 90 days of employment, using the same form for all employees. Thereafter, the Employer evaluates all employees annually, using a standard evaluation form. The terminal manager completes the evaluation. The general manager reviews the evaluation and the personnel records, and makes recommendations concerning wage increases and promotions to the CEO, who is the ultimate decision maker on these matters

Personnel in the Flanders office investigate employee misconduct and determine the severity of discipline. Terminal managers are authorized to issue oral warnings. The general manager issues written warnings, with the approval of the CEO. The terminal manager may recommend discharge, but the decision to discharge is up to the CEO. The terminal manager can order an employee to leave his job if he believes the employee is impaired. The terminal manager sends the employee to a medical center that contacts a manager at Flanders. The terminal manager may inspect an employee's personal property at the workplace.

The Flanders office issues notices of management job openings and communicates with employees interested in such openings. The CEO has the authority to select an employee to fill a management job.

The Flanders office calculates overtime, maintains payroll records, processes payroll checks and deposits payroll tax payments. All employees are provided with expense reimbursements for costs such as fuel and tolls. The accounts payable department in Flanders reviews employee expense requests and reimburses the employees.

The Flanders office purchases and distributes the same uniform to all employees. After an employee has worked 90 days, the Flanders office reimburses the employee for the cost of his work pants.

The Flanders office maintains records concerning drivers as required by the Department of Transportation. These records include the driver's employment application, information from previous employers, drug and alcohol test results, road test results, logs, licenses and medical records. In connection with certain of these required records, employees fill out paperwork at the terminals which is then sent to the Flanders office.

The customer service department in Flanders researches and processes claims for damaged freight, notifying drivers if it is determined that freight was damaged while in their possession. The customer service department coordinates the redelivery of mis-delivered freight, notifying the driver responsible for the mis-delivery.

The Flanders office maintains records concerning the Employer's vehicles including title, a copy of the vehicle registration, and vehicle maintenance records. Mechanics who work in the terminals transmit vehicle maintenance records to the Flanders office. The terminal manager schedules routine maintenance. The terminal manager or the assistant terminal manager with the operations manager in Flanders handles non-routine maintenance.

Each terminal has different hours. The terminal manager opens and closes the terminal each day. The start time at the terminal is set in Flanders to coordinate with the time in the morning that the night driver returns to the local facility. Time cards are maintained at each terminal. Terminal managers assign overtime with the approval of the

Flanders office. Each terminal manager keeps records of the overtime worked by terminal employees.

The general manager determines the content of a route, with input from the terminal manager and the driver. The terminal manager or the operations department in Flanders may change a route.

The Employer assigns a route to the driver at the time of hire. The former Tinton Falls terminal manager testified that he offered available routes first, to the drivers there by seniority, before offering a route to a new hire, although this was not required by company policy. The former Tinton Falls terminal manager also testified that he selected the mis-route driver for that facility by seniority and believed the use of seniority in that selection to be required by company policy. The terminal manager or the general manager assigns the start time to drivers. While most route assignments are fixed, the terminal manager assigns routes on a daily basis where necessary.

The Employer equips its vehicles with cellular telephones in order that the drivers can communicate with the Flanders office. The Company requires certain drivers to carry pagers if they travel to locations from which they cannot communicate with the Flanders office by cell phone. The Employer's administrative manager testified that the customer service department remains in close communication with the drivers. The Employer requires its drivers to notify the Flanders customer service office when they are delayed while driving a route, are traveling in inclement weather and when they reach their last stop. In the event of a vehicle breakdown or an accident, the driver is required to contact the Flanders office, which determines the Employer's response.

The Employer, in its employee handbook, directs an employee to contact his terminal manager first to resolve a problem, and if not resolved then, to contact the general manager. The former Tinton Falls manager testified that he attempted to resolve problems for employees concerning health insurance, access to a customer's facility, and interactions between a driver and one of the Employer's customers. He testified that he attempted to resolve such problems by contacting the general manager.

Employees are required to notify the terminal manager if they have a second job. The terminal manager relays such information to the human resources department in Flanders.

There have been no temporary transfers between facilities of non-supervisory employees. There is no evidence of permanent transfers. There was no evidence of any collective bargaining history.

The Employer's administrative functions, in addition to those described above are mainly centralized in Flanders. The Flanders customer service department responds to calls from customers.

The Flanders office is responsible for purchasing all equipment and supplies from vehicles to paper clips. A terminal manager may, however, recommend to the general manager replacement of a vehicle. The Flanders office determines when to dispose of vehicles. The Employer's accounts receivable department in Flanders bills and receives payments from the Employer's customers. Vendors send invoices to and receive payment from the Flanders accounts payable department.

The Flanders office negotiates and purchases liability, property damage, motor cargo and workers compensation insurance for all of the Employer's facilities. The bills

for insurance are sent to and premiums paid by the Flanders office. The Flanders office notifies the Employer's insurance carrier in the event of an accident.

Section 9(b) of the Act states that the "Board shall decide in each case whether, in order to assure to employees the fullest freedom in exercising the rights guaranteed by this Act, the unit appropriate for the purpose of collective bargaining shall be the employer unit, craft unit, or subdivision thereof."

The statute does not require that a unit for bargaining be the only appropriate unit, or the ultimate unit, or the most appropriate unit. Rather the Act requires only that the unit be "appropriate, that is, appropriate to insure to employees in each case the fullest freedom in exercising the rights guaranteed by this Act." *Morand Bros. Beverage Co.*, 91 NLRB 49 (1950); *National Cash Register Co.*, 166 NLRB 173 (1967); *Dezcon, Inc.*, 295 NLRB 109 (1989). When seeking to represent employees, a union is not required to seek representation in the most comprehensive grouping of employees unless "an appropriate unit compatible with that requested does not exist." *P. Ballantine & Sons*, 141 NLRB 1103 (1963); *Bamberger's Paramus*, 151 NLRB 748 (1965). There is typically more than one way to group employees for collective bargaining. In this regard, the Board has held that, in determining whether a petitioned-for unit is appropriate, the unit sought by the petitioning union is always a relevant consideration. *Lundy Packing Co.*, 314 NLRB 1042 (1994).

The Petitioner has requested a unit less than system-wide composed of the Flanders and the Tinton Falls terminals both located in New Jersey. In determining whether such a unit is appropriate, analysis must be directed "to such factors as the community of interest among the employees sought to be represented; whether they

compromise a homogeneous, identifiable and distinct group; whether they are interchanged with other employees; the extent of common supervision; the previous history of bargaining; and the geographic proximity of various parts of the employer's operation." *Metropolitan Life Insurance Company*, 156 NLRB 1408, 1412 (1966) cited in *L'Eggs Products Incorporated*, 236 NLRB 354 (1978).

Clearly, the instant facts describe a highly centralized operation. But a unit less than employer-wide may be appropriate notwithstanding a high degree of centralized administration. *L'Eggs Products Incorporated*, *supra*.

The Employer who asserts community of interest throughout its operation does not contend that there is a lack of community of interest in the petitioned-for unit. As among the Tinton Falls and Flanders terminal employees, I find that a degree of community of interest is evidenced by the similarity of skills and functions, similar classifications handling similar freight, operating similar vehicles and doing similar work. Additionally, the employees share similar wages, working conditions and benefits. All of the employees are subject to the same training and labor relations policies. The employees share some common supervision, as the same managers in Flanders are involved in making the ultimate decision on matters such as discharge, discipline, raises and promotions. There is contact between employees in the two terminals by virtue of the nightly trips by the night trailer drivers to Flanders, and the trips by a Flanders employee bringing freight to Tinton Falls, the frequency of which is not stated precisely in the record. As the record discloses that there is no interchange of employees among the terminals, this factor can not render a unit limited to the two New Jersey terminals inappropriate. See *The Lawson Milk Company Division*, 213 NLRB 360, 362 (1974).

There is functional integration between the hub at Flanders, where freight is received, and the local terminal at Tinton Falls where freight is sent for delivery and from which freight is sent to Flanders for distribution. While there is centralization of the Employer's operation, resulting in interdependence between the Flanders hub and all of its local terminals, the local terminals are not so substantially interdependent or functionally integrated that a system-wide unit is required. See *Southern California Water Company*, 228 NLRB 1296, 1297 (1977) (“[O]perations are not so functionally integrated that a cessation of work in one [division] would cause a systemwide shutdown of operations.”)

As to geography, the Flanders and Tinton Falls facilities are relatively close to each other, in comparison to the Employer's other facilities. They serve adjacent territories. They are both located in the same state, a factor which has an affect on a number of labor policies. Thus, a unit limited to the two New Jersey facilities is coherent and sensible from the standpoint of geographic considerations. See *State Farm Mutual Automobile Insurance Company*, 158 NLRB 925 (1966); *Metropolitan Life Insurance Company*, *supra*. Indeed, the large distances between many of the terminals, and especially between the furthestmost facilities such as the upstate New York terminal and the Virginia terminal, would make organization and bargaining in an employer-wide unit difficult. See *Southern California Water Company*, *supra* at 1297. The fact that the Petitioner has requested to represent a unit of the two New Jersey facilities is also relevant. See *Metropolitan Life Insurance Company*, *supra*.

The Employer here argues that only a system-wide unit is appropriate. This argument requires a similar showing as that required to defeat a proposed single-facility

unit where there are multiple facilities and the opposing party insists that the system-wide unit is the only appropriate unit. In such cases, the party maintaining that a system-wide unit is the only appropriate unit must show integration so substantial as to negate the separate identity of the single facility unit. *Courier Dispatch Group, Inc.*, 311 NLRB 728 (1993). As the Board held in *J&L Plate, Inc.*, 310 NLRB 429 (1993) “a single plant or store unit is presumptively appropriate unless it has been so effectively merged into a more comprehensive unit, or is so functionally integrated, that it has lost its separate identity.” See also: *Dixie Belle Mills*, 139 NLRB 629 (1962); *Penn Color, Inc.*, 249 NLRB 1117 (1980); *Hegins Corp.*, 255 NLRB 160 (1981). In deciding this issue, the Board considers such factors as the centralized control over daily operations and labor relations; employees' skills and job functions; wages, benefits and working conditions; employee contact and interchange; and the geographic proximity of the facilities. *RB Associates*, 324 NLRB 874 (1997); *Sol's*, 272 NLRB 621 (1984); *Dixie Belle Mills*, 139 NLRB *supra*.

There are a number of cases examining the single vs. system-wide issue in the context of trucking terminals. I note in particular three of these cases where, based on facts similar to those involved here, the Board held that a system-wide unit was not the only appropriate unit.

In *Courier Dispatch Group, Inc.*, *supra*, the Board upheld the determination of the Regional Director that a system-wide unit of courier drivers in the New England region was not the only unit appropriate for collective bargaining. The Board noted, as is true in the instant case, that the Employer's administrative and operational functions were centralized. Like the present case, the ultimate responsibility for hire, discharge, and

discipline was at a regional level. However, as is also true here, the local supervisor participated in the interview process, initiated disciplinary action and evaluated employees, although regional personnel were also involved in these functions. The interchange consisted of a driver at one facility occasionally beginning a portion of a route assigned to a late-arriving driver at a second facility. The Board relied on the lack of significant employee interchange between the facilities at issue, and the absence of evidence of either overlapping supervision or frequent transfers. The Board concluded that the Employer failed to show that the functional integration of its operations was so substantial as to negate the separate identity of the petitioned-for single-facility unit.

In *Esco Corporation*, 298 NLRB 837 (1990), the Board affirmed the Regional Director's decision rejecting the Employer's contention that a unit of warehousemen and drivers at a Seattle, Washington facility was not an appropriate unit separate from the Employer's facilities in Spokane, Washington and Portland Oregon. The Employer's administrative operations and its labor relations policy were centrally determined. While the Seattle warehouse supervisor was involved in the day-to-day direction and assignment of warehouse employees, the General Manager in Portland made decisions concerning hire, discharge and discipline. There was no interchange of employees among the facilities. There was a history of bargaining in a multi-location unit. The Board described the distance between the facilities, 174 to 346 miles, as "considerable" and noted that the cities were in different metropolitan areas, and in the case of Portland, a different State. The Board held the lack of regular and substantial interchange or contact between the Seattle employees and employees at other locations outweighed the

centralized operations and labor relations, limited local autonomy and the common skills and functions of the employees such that the multi-location unit was not required.

In *Bowie Hall Trucking Inc.*, 290 NLRB 41 (1988), the Board reversed a Regional Director's finding that only a system-wide unit of drivers at terminals in Maryland, Virginia, and North Carolina was appropriate. There the Employer's operations were found to be "integrated" and management and labor relations "centrally controlled." All employees had similar skills and working conditions. There were few transfers between locations. There was no bargaining history, and no labor organization sought to represent the employees on a broader basis. The Board found that the terminal manager made more than routine day-to-day decisions, because he conducted the initial screening for new hires and was consulted with respect to major disciplinary decisions. The Board found that the lack of evidence of substantial or significant employee interchange was "most important." Additionally, the Board noted that the geographic separation gained in significance where there were other persuasive factors supporting a unit other than the multi-location unit. Relying particularly on the lack of significant employee interchange, the absence of any bargaining history among the unit employees, and the fact that no labor organization sought to represent the employees on a broader basis, the Board reversed the determination that the system-wide unit was the only appropriate unit.

I also observe, that in cases involving the trucking industry, where system-wide units of terminals were required, the facts are distinguishable from the instant case. In *Dayton Transport Corporation*, 270 NLRB 1114 (1984), where the only appropriate unit was a system-wide unit of three terminals, drivers were frequently assigned to work from terminals other than where they were permanently stationed, and when so assigned, came

under the supervision of the local terminal manager. Similarly in *Purolator Courier Corp.*, 265 NLRB 659 (1982), where the various terminals in the Employer's south-central region of the Employer's delivery system was held to be the only appropriate unit, employees were "constantly moving from terminal to terminal," where they were subject to the supervision of the local supervisor. There was frequent temporary interchange and permanent transfer between stores justifying a unit encompassing a distribution network of auto parts in the Columbus, Ohio area in *Genuine Parts Company*, 269 NLRB 1052 (1984). The Board relied on functional integration, frequent temporary and permanent transfers and the proximity of facilities as establishing that a multi-facility unit of warehouse/showrooms was the only appropriate unit in *Eastman Interiors, Inc.*, 273 NLRB 610 (1984).

In the present case, there exists centralized control over administrative and labor relations functions, and similarity of skills, job functions, wages, benefits and working conditions. However, the local terminal managers exercise authority that is non-routine in that they interview job applicants, essentially perform the annual evaluation of employees, are empowered to send home employees who appear impaired, recommend discipline and discharge and arrange for daily coverage of routes of absent employees. See *Courier Dispatch*, *supra*; *Bowie Hall*, *supra*. Additionally terminal managers schedule vacations, decide requests for personal leave, change routes, designate the mis-route driver, put up for bid an available route and direct the delivery of mis-routed freight.

Significantly, there have been no temporary or permanent transfers and there is no interchange. See *Courier Dispatch*, *supra*; *Sumo Container Station*, 317 NLRB 383

(1995); *Esco Corporation, supra*; *Bowie Hall, supra*. Compare with *Dayton Transport, supra*; *Genuine Parts, supra*; *Purolater Courier, supra*; *Sol's, supra*; *Eastman Interiors, supra*. I do not find the nightly trips by the night trailer drivers from local terminals to the Flanders terminal to drop off and pick up a trailer, the occasional meeting of mis-route drivers, or the trips to the local terminals by a Flanders drivers if needed because of the quantity of freight going there, to amount to such substantial or significant contact between the employees of the facilities to the extent that a multi-terminal unit would be required. As to the night drivers, they are a small percentage of the unit. The record evidence establishes that there are one or two night drivers at each facility, with each facility employing from 10 to 30 other employees. The night drivers stay at the Flanders terminal for about an hour. Their contact with employees at Flanders is limited to at most, an employee or two who may help load and unload the trailer. As to the contact resulting from misdelivery, or the delivery of freight by a Flanders driver, there is not evidence that such contact is frequent, substantial or significant. Finally, I note that there is considerable distance between the terminals in the Employer's entire system, a factor that gains importance, when there are other persuasive factors against a multi-location unit. *Courier Dispatch, supra*; *Bowie Hall, supra*; *Esco Corporation, supra*. With the exception of the Tinton Falls terminal, each terminal is in a different state, a difference that has an impact upon labor relations policies. There is no bargaining history here, and no labor organization is seeking to represent a system-wide unit.

I conclude, based on the record as a whole, that the lack of employee interchange, the limited contact between employees throughout the Employer's system, and the presence of non-routine local supervision outweigh the centralization of functions and

commonality of skills, such that I can not find that there is functional integration so substantial so as require a unit including all of the Employer's terminals. In these circumstances, the considerable lack of geographic proximity militates against a finding that only a system-wide unit is appropriate.

I note that application of the foregoing cases involving the trucking industry supports a finding that each of the Employer's terminals could be an appropriate unit. Thus, the Petitioner could represent the Tinton Falls and Flanders terminals in separate, individual units. However, I have concluded, in light of the geographic proximity of the Tinton Falls and Flanders terminals, and their shared location in the State of New Jersey, functional integration, shared skills and functions, common supervision, common working conditions, the absence of Employer-wide interchange, the lack of bargaining history, the existence of some employee contact and the fact that the Petitioner seeks to represent a unit composed of the New Jersey terminals, all demonstrate that the unit composed of the Tinton Falls and Flanders terminals is sufficiently identifiable and homogeneous to constitute an appropriate unit. *L'Eggs Products Incorporated, supra*; *State Farm Mutual Automobile Insurance Company, supra*; *Metropolitan Life Insurance Company, supra*.

### **DIRECTION OF ELECTION**

An election by secret ballot shall be conducted by the undersigned among the employees in the unit found appropriate at the time and place set forth in the notice of election to issue subsequently, subject to the Board's Rules and Regulations. Eligible to vote are those in the unit who are employed during the payroll period ending immediately preceding the date of this Decision, including employees who did not work during that

period because they were ill, on vacation, or temporarily laid off. Also eligible are employees engaged in an economic strike which commenced less than 12 months before the election date and who retained the status as such during the eligibility period and their replacements. Those in the military services of the United States Government may vote if they appear in person at the polls. Ineligible to vote are employees who have quit or been discharged for cause since the designated payroll period, employees engaged in a strike who have been discharged for cause since the commencement thereof and who have not been rehired or reinstated before the election date, and employees engaged in an economic strike which commenced more than 12 months before the election date and who have been permanently replaced. Those eligible shall vote whether or not they desire to be represented for collective bargaining purposes by **Local 478, International Brotherhood of Teamsters, AFL-CIO.**

### **LIST OF VOTERS**

In order to ensure that all eligible voters may have the opportunity to be informed of the issues in the exercise of their statutory right to vote, all parties in the election should have access to a list of voters and their addresses which may be used to communicate with them. *Excelsior Underwear, Inc.*, 156 NLRB 1236 (1966); *NLRB v. Wyman-Gordon Company*, 394 U.S. 759 (1969). Accordingly, it is hereby directed that within seven (7) days of the date of this Decision, two (2) copies of an election eligibility list containing the full names and addresses of all the eligible voters shall be filed by the Employer with undersigned, who shall make the list available to all parties to the election. *North Macon Health Care Facility*, 315 NLRB 359 (1994). In order to be

timely filed, such list must be received in the NLRB Region 22, 20 Washington Place, Newark, New Jersey 07102, on or before April 26, 1999. No extension of time to file this list shall be granted except in extraordinary circumstances, nor shall the filing of a request for review operate to stay the requirement here imposed.

### **RIGHT TO REQUEST REVIEW**

Under the provision of Section 102.67 of the Board's Rules and Regulations, a request for review of this Decision may be filed with the National Labor Relations Board, addressed to the Executive Secretary, 1099 14th Street, N.W., Washington, DC 20570-0001. The Board in Washington must receive this request by May 3, 1999.

Signed at Newark, New Jersey this 19<sup>th</sup> day of April, 1999.

/s/ William A. Pascarell

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